### **Mutual Logistics Support Agreement**

**Implementing Arrangement USN-RKF-001** 

Concerning

Transfer of and Replacement-In-Kind

of JP8 Fuel

Between

The United States Naval Forces Korea

and

Republic of Korea Air Force

#### Article I - Authority

This document is an Implementing Arrangement (IA) as contemplated by Article III, paragraph 2 and defined by Article II, paragraph b of the Mutual Logistics Support Agreement (MLSA) between the Government of the United States of America and the Government of the Republic of Korea dated 8 June 1988 as amended and is subject to all other provisions of that agreement.

#### Article H - Purpose

The purpose of this arrangement is to establish procedures and the responsibilities for transfer and Replacement-In-Kind of JP8 fuels between the United States Navy and Republic of Korea Air Force. This Implementing Arrangement does not include packaged fuels or lubricants. This IA supersedes the Memorandum of Agreement between the United States Navy and the Republic of Korea Air Force.

#### Article III - Implementation Authority and Designation of Ordering Individuals

1. <u>ROKAF</u>: Authority to place orders and receive support under this arrangement is delegated to:

Republic of Korea Air Force Director, Logistics Management Deputy Chief of Staff for Logistics Taejon, Korea

ROKAF, Director, Logistics Management, Deputy Chief of Staff for Logistics will appoint in writing those individuals authorized to initiate and accept orders under this IA.

2. <u>USN</u>: Authority to place orders and receive support under this arrangement is delegated to:

Assistant Chief of Staff for logistics (USNFK-N4) US Naval Forces Korea Seoul, Korea

Assistant Chief of staff for logistics, US Naval Forces Korea (N4) will appoint in writing those individuals authorized to initiate and accept orders under this IA. For all purposes under this Implementing Arrangement, the United States Marine Forces, Korea shall be deemed a subset of the United States Navy and US Naval Forces Korea.

3. Appointment letters will state that the authority is the US-ROK MLSA. Individuals delegated such authority shall be selected so as to have the necessary knowledge and experience to carry out authorized transactions in accordance with (IAW) applicable laws and regulations. Copies of all appointment letters will be provided to Assistant Chief of Staff for Logistics (N4), US Naval Forces Korea, Seoul, Korea and HQ ROKAF, ATTN: ROKAF, Director, Logistics Management, Deputy Chief of Staff for Logistics, Taejon, Korea.

4. Appointed ordering officers are empowered to initiate and accept orders (i.e., to sign blocks 15 and 25 of the Mutual Logistic Support Order/Receipt, USFK Form 209EK, Annex A, hereafter referred to as MLS Order/Receipt).

#### **Article IV - General Terms And Conditions**

- 1. The Parties understand that this arrangement will not be used as a normal or routine source (procuring or transferring) of logistic support, supplies and services for any and all goods and services reasonably available from U.S. or ROK commercial sources or acquired from the U.S. through foreign military sales procedures under the Arms Export Control Act.
- 2. The MLS Order/Receipt, DD Form 1149 and ROKAF Form 24-3-65-1 will be used to document support provided and received as outlined in this IA.
- 3. Equipment or services may not be retransferred to a third Party (or agent thereof) unless approved in writing by a representative of the issuing government who has proper legal authority to approve such third-country transfers.

#### Article V - Specific Responsibilities

- 1. A request for fuel under this agreement will be initiated as follows:
  - a. The party requesting support will prepare a Mutual Logistic Support Order/Receipt form, Annex A. The ROKAF will prepare a ROKAF Form 24-3-65-1 and the USN will prepare a DD Form 1149. These forms may be attached to the MLS Order/receipt if required. The MLS Order/Receipt form, ROKAF Form 24-3-65-1 and the USN Form DD 1149 will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.
  - b. The MLS Order/Receipt form, ROKAF Form 24-3-65-1 and USN Form DD 1149 will be forwarded to the Operation Officer or other official designated by their government to accept requests for MLS at the Airfield listed in Article V, paragraph 3 below, from which the fuel support is desired.
  - c. Airfield Operation Officer or other designated official will respond expeditiously to requests from the other party for fuel support. If the requested support cannot be provided, the request will be returned to the other party with a statement that the support cannot be provided. If the requested support can be provided, the party providing the requested support will make additional entries on the MLS Order/Receipt form or ROKAF Form 24-3-65-1 and return copies to requesting party in accordance with Annex Δ.
  - d. The procedures of approval for support requesting, and for request accepting will be controlled by each nation's internal laws and regulations.

- e. Support commitments will be binding when blocks 15 and 25 of the MLS Order/Receipt form are signed. If unforeseen difficulties preclude performance of support, the party requesting support will be notified without delay.
- f. Any changes, supplementary requests, or additional items of support becoming necessary will be coordinated as soon as possible between ROKAF and the USN. Such changes will be documented as a modification to the applicable MLS Order/Receipt form, ROKAF Form 24-3-65-1 and USN Form DD 1149 prior to the providing of support.
- g. Once completed a copy of the MLS Order/Receipt or ROKAF form 24-3-65-1 will be forwarded to USNFK-N4, (Assistant Chief of Staff for Logistics). US Naval Forces, Korea.
- 2. The United States Navy and the Republic of Korea Air Force will ensure that fuels utilized under this agreement conform to the military specifications as stated in Article VI, Paragraph 1. Further refueling trucks, units or hot fuel points used to service aircraft, shall be equipped with serviceable filter separators.
- 3. Subject to due notice to and approval by the issuing authority, pursuant to the provisions of this agreement, fuel will be dispensed to ROKAF aircraft/command by any USN shore activity or dispensing unit afloat, and fuels will be dispensed to USN aircraft/commands by any ROKAF activity.
- a. All USNFK/ROKAF airfields and bases within the boundaries of the ROK will be available to support fuel issues requested under this IA.

#### **ROKAF/USNFK AIRFIELDS**

K-1 (Kimhae), K-18 (Kangnung) K-4 (Sachon), K- 46 (Hoengsong) K-5 (Taejon), K-58 (Yechon) K-16 (Seoul), K-59 (Cheong Ju),K-3 (Pohang)

- b. A minimum ten days prior notification is required before receiving fuel. Utilization of other airfields will be accomplished only after prior coordination with unit Aviation Operation Officer or other designated official. Emergency requests for support will be provided on a case-by-case basis.
- c. Not withstanding any other language in this agreement, all issues of fuel encompassed on this agreement are subject to availability of fuel for transfer, as determined by the issuing authority, and are subject to national laws and regulations in effect at the time of transfer.
- 4. In the event ROKAF requires fuel issues at airfields outside of the boundaries of the ROK, the USN administrator will be advised of the estimated requirements in advance. This notification shall include the ROKAF aircraft tail numbers, US base where refueling is requested, date when refueling will be required, and the estimated amount of fuel requested at each location.

5. The party receiving support agrees to Replace-In-Kind the fuels received from the other party. Further the receiving party agrees that as to fuel which has not been replaced within three months following the issuing parties request for replacement-in-kind, the MLS transaction will be deemed reimbursable and governed by Mutual Logistics Support Agreement between the Government of the United States of America and the Government of the Republic of Korea as modified by Article VI, paragraph 9 below. Price of the fuel provided will be established based upon the date the replacement in kind was to have taken place.

#### ARTICLE VI - FUNDING AND REIMBURSEMENT

1. The method of payment will be Replacement-In-Kind. Fuel utilized in accordance with this Agreement shall be replaced with the same kind and military specification of fuel, that JP8 with JP8. Replacement quantities will be determined from shipping documents as verified by joint USNFK/ROKAF gauge readings adjusted to 60 degrees Fahrenheit/15.60 degrees centigrade. The recipient shall have the option of refusal if the fuels do not meet national requirements. The following specifications apply:

Grade of Product JP8

Specification MIL-T-83133D

- 2. Issues and receipts of fuel through this Agreement will be documented on MLS Order/Receipt form, Annex A, DD Form 1149 and ROKAF Form 24-3-65-1. MLS Order/Receipt form, DD Form 1149 and ROKAF Form 24-3-65-1 are the recognized forms upon which quarterly summaries of fuel transactions will be based. Upon mutual approval of balances by the primary administrators, fuel replacement will be scheduled. Processing procedures for these forms are at Annex A and B.
- 3. Reconciliation of fuel transactions shall be on a quarterly basis utilizing the quarterly reconciliation summary sheet at Annex E. Verification should be completed no later than the 15th calendar day of the second month. MLS Order/Receipt form, ROKAF Form 24-3-65-1 and DD Form 1149 will be attached as supporting documents to the quarterly reconciliation summary sheet. Replacement quantities received by rail car will be the quantities shipped at 60 degrees Fahrenheit as annotated on the Commercial Transportation Document and DD Form 250. The party providing the replacement will bear the handling cost.
- 4. After verification and reconciliation of the applicable year's total transactions and agreement by both parties, Defense Financial Accounting Service (DFAS) Operation Location Center (OPLOC) Charleston, Code AAM will advise Director of Logistics Management, Deputy Chief of Staff for Logistics, ROKAF by message VIA Assistant Chief of Staff for Logistics (N4), US Naval Forces Korea, Seoul, Korea//N42// the status by product, of the account During April following the year being reported, DFAS OPLOC Charleston and Director of Logistics Management, Deputy Chief of Staff for Logistics, ROKAF will establish a procedure to effect the statement of any imbalance in the account. Such settlement shall occur not more than three months after the close of the calendar year being reconciled. Interim meetings may be convened at the request of either party.

- 5. Both parties shall make their best efforts in good faith to ensure that zero balance on all products is achieved in August of each year in preparation for the CY close out.
- 6. If as a result of quarterly or annual reconciliation, a significant imbalance develops, the administrators will attempt to reduce the imbalance by appropriate scheduling of refueling activities. As used in this IA significant imbalance means that either party owes more than 20,000 gallons of any product.
- 7. The party required to replace fuel utilized pursuant to this Agreement will deliver the replacement fuel to locations as designated and scheduled by the administrators. All costs to include costs for transportation in connection with replacement of fuel utilized in accordance with this Agreement shall be borne by the party required to provide Replacement-In-Kind fuel. Replacement will be documented on MLS Order/Receipt form, ROKAF Form 24-3-65-1 and DD Form 1149.
- 8. Fuel tank trucks or rail cars utilized for replacements shall have the contents tested by a qualified military or commercial fuel laboratory to ensure products meet military fuel requirements. After testing, all covers and outlets of the tank truck or rail car shall be sealed with a numbered tamperproof seal similar to those normally used by the commercial oil companies and the Defense Fuels Office Korea (DFOK). Seal numbers shall be annotated on the laboratory test report, a copy of which shall accompany the shipment.
- 9. Laboratory testing of replacement fuel may be waived if shipment is direct from commercial refinery stocks conforming to appropriate specifications as stated in Article VI, Paragraph 1. Shipment quality control testing may also be waived if the shipment is direct from any of the petroleum terminals operated and under the control of the DFOK. All costs of testing fuels will be borne by the party required to provide Replacement-In-Kind fuel.
- 10. Conversion to a Reimbursable Transaction. The supplying party will submit invoices to the receiving party 90 days after replacement fuel has been requested and the agreed to replacement fuel has not been received. Invoices will be paid within 90 days of receipt.
- a. In the price of fuel provided under this agreement, the supplying party will charge the same price it charges its own forces for identical logistics support, supplies, or services as of the date the replacement fuel was to have been provided to the supplying party, less any amounts excluded in Article VI, Paragraph 9.b. All other provisions of price determination and payment as contained in the Mutual Logistics Support Agreement between the Government of the United States of America and the Government of the Republic of Korea applies.

b. Excluded Charges for Price Determination. Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistics support, supplies and services transferred under this Agreement. The parties will cooperate to provide proper documentation to maximize tax relief. In the case where taxes or customs duties for which a receiving party would ordinarily have an exemption has been already paid by the supplying party and cannot be recovered, the supplying party will so advise the receiving party. The price paid by the receiving party will include only those taxes or customs duties not recoverable by the supplying party.

#### Article VII - Disagreements And Claims

- Executive Agents:
  - a. The executive agent for USNFK affecting the terms and conditions of this Implementing Agreement will be the Assistant Chief of Staff for Logistics-USNFK-N4.
  - b. The executive agent for the Republic of Korea Air Force for all matters affecting the terms and conditions of this Implementing Agreement will be the Director, Logistics Management, Deputy Chief of Staff for Logistics, Republic of Korea Air Force.
- 2. Under Article V, paragraph 1 of the United States Republic of Korea Mutual Logistics Support Agreement, the executive agents agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this Implementing Agreement. Resolution will be by negotiation and will not be referred to an international tribunal or third party for settlement.
- 3. All claims will be resolved by the executive agents.
- 4. Matters not addressed in this IA will be resolved through appropriate channels.

#### Article VIII - Language and Official Records

This IA is executed two originals in the English language and two originals in the Korean language, each text being equally authentic. Defense Financial Accounting Service (DFAS) Operation Location Center (OPLOC) Charleston, Code AAM, 1545 Second Street West, Suite C, Charleston SC 29408-1968 USA, will maintain the official accounting records for the USN under this agreement. Director of Logistics Management, Deputy Chief of Staff for Logistics, ROKAF will maintain the official accountable records for the ROKAF under this agreement. Quarterly statements of the units received and issued and the balance for each product through 31 March, 30 June, 30 September, and 31 December will be made by both parties maintaining official records. The 31 December verification will encompass and reconcile the entire year's transactions.

#### **Article IX - Termination and Amendments**

- 1. This agreement may be terminated immediately by either party should the party in arrears fail to settle an overdue balance within one year after the end of the settlement period established in paragraph 4, Article VI. In cases of such termination, the offices maintaining official acceptable records will reconcile all accounts within three months after termination date. Settlement of these accounts will be complete not later than six months after the date of termination.
- 2. Should this Implementing Agreement be terminated in whole or part, the Director of Logistics Management, Deputy Chief of Staff for Logistics, ROKAF, and the Assistant Chief of Staff for Logistics USNFK-N4, USNFK will provide each other a detailed bill reflecting costs incurred or to be incurred as of the date of termination. Reimbursement or replacement in kind shall be effected in accordance with the procedures set out in paragraph 4, Article VI of the MLSA.

#### Article X - Entry In Force

1. This IA enters into force when signed by the representatives of ROKAF and USN designated on the signature line of this IA. This IA may be amended or revised at any time by mutual written consent of both parties hereto.

FOR THE UNITED STATES NAVY:

P.H. Bally

P. H. DALBY, CAPT, USN Assistant Chief of Staff for Logistics US Naval Forces Korea

Date: 30 May 1947 Seoul, Korea FOR REPUBLIC OF KOREA AIR FORCE:

YU, SEUNG, YUL, COL, ROKAF Director, Logistics Management DCofS Logistics, ROK Air Force

Date: 97.7.5
Taejon, Korea

#### Five (5) Annexes:

- A Mutual Logistics Support Order/Receipt Form (with instructions)
- B Procedures for Executing a Replacement of Fuel Using the Mutual Logistics Support
- C ROKAF Form 24-3-65-1
- D DD Form 1149
- E Limitations on the scope of Mutual Logistics Support.
- F Definitions
- G Reconciliation Summary Sheet

### Mutual support Order/Receipt Form (With Instructions).

### EXPLANATION OF ENTRIES

1. Request No. Inserted by supplier.

2. Date of Request Self-explanatory.

3. From Person/unit submitting request.

4. To Self-explanatory.

5. IA Number USN-RKF-001

6a. Fund Cite Leave blank with a RIK transaction.

6b. Requested Delivery Date Self-explanatory. For services, it is the beginning date.

7. Stock No. Identification of the supply item.

8. Description Abbreviated description; detailed listing or description of

services may be attached.

9. Units Unit of issue, i.e., gallon, barrel, etc. Applicable only to

acquisitions or transfer of supplies.

10. Quantity requested Self-explanatory.

11. Quantity delivered Amount issued.

12. Unit price If a firm price cannot be established, a price should be

indicated by using NTE (not to exceed) after the price in blocks (12), (13) and (18). The NTE amount is the maximum limit of liability (ceiling price) for the receiving

Party.

13.	Total unit cost	Per Item.
14.	Issuing Individual	Official of supplying nation who issues/provides the supplies or service.
15.	Authorizing Officer	Official who has authority to requisition supplies or services.
16.	Method of Payment	Replacement-In-Kind (RIK)
17.	Schedule for RIK/Exchange	Specify the date when replacement or exchange will be made, not to exceed 90 days
18.	Total amount claimed	Total of all items in the currency of supplying nation.
19.	Payable to	Leave blank.
20.	To be forwarded to	Leave blank.
21.	Liability Limitation	If a cost is not known, this is the "not to exceed" (NTE) amount.
22.	Received, Inspected and Accepted	Individual authorized by the receiving nation to accept supplies or services.
23.	Place of Delivery	Location and unit to which replacement will be made.
24.	Remarks/Transaction Codes	Codes are for U.S. Navy use only.
25.	Authorized Receiving Officer	Official of receiving nation who authorized the transaction.

<u>Distribution of Forms:</u> Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying Party.
- b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to USNFK N4, ACofS for Logistics Unit #15250, APO AP 96205-0023

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# Procedures For Executing A Replacement of Fuel Received Using The Mutual Logistic Support Order/Receipt, USFK Form 209EK

#### EXPLANATION OF ENTRIES

1. Request No. Take from the transaction that replacement in kind is

being made.

2. Date of Request Date that fuel was provided.

3. From Person/unit submitting request.

4. To Self-explanatory.

5. IA Number USN-RKF-001.

6a. Fund Cite Leave blank.

6b. Requested Delivery Date

Date that the replacement fuel is provided back to the

supplier in the original transaction.

7. Stock No. . Identification of the supply item.

8. Description Abbreviated description; detailed listing or description of

services may be attached.

9. Units Unit of issue, i.e., gallon, barrel, etc. Applicable only to

acquisitions or transfer of supplies.

10. Quantity requested Leave blank.

11. Quantity delivered Amount provided as replacement.

12. Unit price Leave blank

13. Total unit cost Leave blank.

14. Issuing Individual Official of nation who is providing the replacement fuel.

15. Authorizing Officer Official of receiving nation in original transaction who is

authorizing the replacement.

16. Method of Payment Replacement-In-Kind (RIK)

17. Schedule for RIK/Exchange Leave blank.

18.	Total amount claimed	Leave blank
19.	Payable to	Leave blank.
20.	To be forwarded to	Leave blank.
21.	Liability Limitation	Leave blank.
22.	Received, Inspected and Accepted	Individual authorized by the supplying nation to who replacement is being made to accept, inspect and receive delivery of fuel.
23.	Place of Delivery	Location and unit to which replacement will be made.
24.	Remarks/Transaction Codes	Enter: Replacement-In-Kind of (JP8 Fuel) received from (Location) on (Date)
25.	Authorized Receiving Officer	Official who has authority to receive supplies or services for the supplying nation in the original transaction to whom replacement is being made.

**Distribution of Forms:** Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying Party.
- b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to USNFK N4, ACofS for logistics, ATTN: N4, UNIT #15250, APO AP 96205-0023.

### Limitations On The Scope Of Mutual Logistic Support

- 1. The following items may not be acquired or transferred by the U.S. under the Mutual Logistic Support Agreement:
  - a. Weapon systems;
  - b. Major items of equipment;
- c. The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowance, or equivalent documents;
  - d. Cooperative airlift;
  - e. Guided missiles;
  - f. Naval mines and torpedoes;
- g. Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
  - h. Cartridge and propellant-actuated devices;
  - i. Chaff and chaff dispensers:
  - j. Guidance kits for bombs or other ammunition;
  - k. Chemical ammunition, other than riot control.
- 2. There is also a not to exceed value set on end items as defined under the Trade Agreements Act of 1979. The value on the date this IA was signed was \$172,000.
- 3. Other specific items may be excluded from acquisition or transfer by U.S. or ROK law, directive or policy.

### ROKAF Form 24-3-65-1

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### EXPLANATION OF ENTRIES

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4. A/C (Type/mode/series)	Enter A/C type; model and serial number.
5. Serial No.	Enter serial number of equipment (in the event of non-A/C).
6. Organization	Enter organization of refueled A/C or equipment.
7. Command/commercial	Enter command of refueled A/C or equipment.
3. Address	Enter address of refueled A/C or equipment.

#### DEFINITIONS

General implementing arrangement: Type of arrangement that is characterized by the use of orders to identify and define requirements and cost data.

Logistic Support: Food, billeting, transportation (except airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto less major construction), project storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and air and seaport services.

Reimbursable transaction: Payment in cash required for logistics support, supplies or services provided.

Replacement-in-kind (RIK): The transfer of supplies or services in return for supplies or services of an identical or substantially identical nature within the specified time constraints, not to exceed one year.

ROKAF: Republic of Korea Air Force.

ROK MND: Republic of Korea, Ministry of National Defense

USFK: United States Forces, Korea

USNFK: United States Naval Forces, Korea

DFOK: Defense Fuels Office Korea

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2 1 6	CHECKED BY								- C E	QUANTITIES RECEIVED EXCEPT AS NOTED	DATE	(YYMM0D	) BY	GRANI	D 101AL
LM	PACKED BY				L TOTAL				P	POSTED	DATE	(YYMMDD	) BY	20 RE	CHIVER'S DUCHER NO

Quarterly Reconciliation Summary as of _	19
(Quantities in US Gallons)	)

### **USN Issues to ROKAF**

Product	Issues to ROKAF	Receipts from ROKAF	Previous Balance	Cumulative Balance
JP8				

### **ROKAF** Issues to USN

Product	Issues	Receipts	Previous	Cumulative
	to USN	from USN	Balance	Balance
JP8				

I certify that this summary is true and correct.	Supporting USFK Form 209EK are attached.
USN Administrator	ROK Administrator